Maryland
DEPARTMENT OF HEALTH
Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

EXHIBIT A

STANDARD GRANT AGREEMENT (SGA) REQUEST FOR APPLICATIONS (RFA) (COMPETITIVE)

PROCUREMENT ID NUMBER – PHPA-1723 / BPM027204

Issue Date: December 13, 2021

LEAP (Learning, Empowerment, Advocacy, and Participation) at the Opportunity: Launching and Managing a Status-Neutral Learning, Empowerment, Advocacy, and Participation Program

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Procurement Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH

RFA KEY INFORMATION SUMMARY SHEET

Request for Applications:	**LEAP at the Opportunity: Launching and Managing a Status-Neutral Learning, Empowerment, Advocacy, and Participation Program**
Solicitation Number:	**PHPA-1723 / BPM027204**
RFA Issue Date:	**December 13, 2021**
RFA Issuing Office:	**Maryland Department of Health** **Prevention and Health Promotion Administration** **LEAP (Learning, Empowerment, Advocacy, and Participation)**
Procurement Officer:	**Nakia S. Howell, Procurement and Support Officer** **Prevention and Health Promotion Administration** **Maryland Department of Health** **201 W. Preston Street, Room 320C** **Baltimore, MD 21201** **Phone Number: (410) 767-5804** **E-mail: nakias.howell@maryland.gov**
Grant Monitor:	**Root Woldu** **Stakeholder Engagement Coordinator** **Center for HIV/STI Integration and Capacity** **500 N. Calvert St. Baltimore, MD, 21202** **240-619-9454** **Root.woldu@maryland.gov**
Applications are to be sent to:	**Maryland Department of Health** **Prevention and Health Promotion Administration** **Attention: Proposal submissions are to be submitted via phpa.procurement@maryland.gov with the <u>SOLICITATION NUMBER AND TITLE</u> in the subject line.**
Pre-Proposal Conference: (see RFA Section 1.8)	**December 17, 2021 at 1pm** **Pre-Registration is required to attend. The conference will be held via Zoom. Registration Link for the Pre-Conference Meeting** https://us06web.zoom.us/j/86865460044
Closing Date and Time:	**January 11, 2021, at 3:00 pm LOCAL TIME**

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (MDH or the Department), Center for HIV/STI Integration and Capacity (CHSIC), is issuing this Request for Applications (RFA) to provide support for Maryland's first statewide and status-neutral Learning, Empowerment, Advocacy, and Participation (L.E.A.P) program. The program will work toward augmenting community engagement in regional HIV planning bodies, community and government advisory boards, and community-based organizations by building the capacity of a representative set of Marylanders to translate their experience into public health programming.

1.1.2 It is the State's intention to obtain services as specified in this RFA, from an Agreement between the selected Applicant and the State. The anticipated duration of services to be provided under this Agreement is March 1, 2022 – June 30, 2022, with two (2) option years. Option Year 1 (July 1, 2022 – June 30, 2023), Option Year 2 (July 1, 2023 - February 29, 2024). All future years' awards are subject to availability of funding and successful implementation of the services specified in this RFA.

1.1.3 The Department intends to make a single award as a result of this RFA.

1.1.4 Applicants either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Applicant shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Contract Type

The Agreement resulting from this solicitation shall be a firm fixed price.

1.3 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Procurement Officer at the address listed below:

Nakia S. Howell
Procurement and Support Officer
Prevention and Health Promotion Administration
Maryland Department of Health
201 W. Preston Street, Room 320C
Baltimore, MD 21201
Phone Number: (410) 767-5804
Fax Number: (410) 333-5995
E-mail: nakias.howell@maryland.gov

The Department may change the Procurement Officer at any time by written notice.

1.4 Grant Monitor

The Grant Monitor is:

Root Woldu
Stakeholder Engagement Coordinator
Maryland Department of Health
Prevention and Health Promotion Administration
500 N. Calvert St
Baltimore, MD, 21202
Phone Number: (240)619-9454
Fax Number: (410) 333-6333
E-mail: root.woldu@maryland.gov

The Department may change the Grant Monitor at any time by written notice.

1.5 eMaryland Marketplace Advantage

Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its application submission to this RFA.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to https://procurement.maryland.gov/, click on "Register" to begin the process, and then follow the prompts.

1.6 Questions

Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: phpa.procurement@maryland.gov. **Please identify in the subject line the Solicitation Number and Title.**

Questions are requested to be submitted at least **three (3) days** prior to the Application due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

1.7 Application Due (Closing) Date and Time

Applications, in the number and form set forth in Section 4.2 "Applications" must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than **3:00 pm** Local Time on **January 6, 2022,** in order to be considered.

Requests for extension of this time or date will not be granted. Applicants mailing Applications should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Applications received after the due date and time listed in this section will not be considered. For any submission that is not hand delivered, the Applicant may confirm, at least 60 minutes before the deadline, that the application was received in PHPA Procurement. PHPA is not responsible for applications dropped off in the mailroom. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on **December 17, 2021 at 1:00 pm,** and location indicated on the RFP Key Information Summary Sheet.

All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. We will also require pre-registration for those who will want to participate in the Conference. Any prospective Applicant would need to contact the Grant Monitor listed in this RFA to register for the Conference.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFA. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace Advantage (eMMA).

If there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Officer at least **five (5) Business Days** prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

1.9 Award Basis

The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.10 Revisions to the RFA

If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA or which are otherwise known by the Procurement Officer to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant's Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.11 Cancellations

The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be canceled and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFA are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFA may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3- 207(b)(2).

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SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its Application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall be a Social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a local, state government agency, public college or state university.

2.1.2 For social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:

- Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e. IRS tax exempt status determination letter)

2.1.3 The Applicant shall have at least three (3) years of experience working with programmatic efforts within HIV, substance abuse, and sexual violence. The Applicant must display proof of experience by sending past project narratives and/or evaluations displaying their expertise.

2.1.4 The Applicant will also need at least one (1) year of experience with managing meetings and creating events using different virtual platforms. The Applicant must display proof of experience by sending past project narrative and/or evaluations displaying their expertise.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

Project Goals

The Maryland Department of Health (MDH), Center for HIV/STI Integration and Capacity is issuing this Request for Applications (RFA) to start a status-neutral Learning, Empowerment, Advocacy, and Participation (LEAP) program to increase community engagement initiatives in the State of Maryland. The intended result from this program is to build stakeholder self-efficacy by gaining the knowledge and skills needed to help plan for HIV prevention and care services provided within the State of Maryland. The priority areas targeted for this opportunity include Baltimore City, Montgomery, and Prince George's counties due to these jurisdictions having the highest HIV incidence rates in Maryland.

LEAP is a status-neutral engagement strategy designed to provide training and direct-action opportunities for people who use drugs as well as those Marylanders living with and impacted by HIV, STIs, and viral hepatitis. A key objective is to build participants' self-efficacy to engage with decision-making bodies in the communities where they live, work, and play. Status-neutral refers to the scope of the program; noting that it covers the entirety of the infectious disease continuum, including prevention, harm reduction, treatment, and sustained engagement.

The Applicant will support MDH's LEAP program by executing programmatic and technical activities to ensure the program is effective in engaging community members to actively participate in HIV planning bodies and other organizations. The activities that the Applicant performs must support the community engagement goals of the Ending the HIV Epidemic initiative (EHE), a multiagency, federal program that started in 2019 and continues through 2030. Community engagement initiatives, like LEAP, will help motivate and re-energize community members to get involved with HIV planning bodies, community and government advisory boards, and community-based organizations.

Background Information

The federal EHE initiative emphasizes the need for ongoing community engagement initiatives in public health program planning, design, implementation, and evaluation. The engagement process involves collaboration between stakeholders and broad-based communities of affected persons who work together to identify strategies to increase coordination of HIV programs throughout the state. The LEAP program fits into the community engagement approaches incentivized by the EHE initiative because LEAP aims to build the self-efficacy of stakeholders to participate in the program planning process – often involving federal and local legislation, budgeting and funding, and active coalition building.

There have been various iterations of LEAP in other States that have successfully supported collaboration between HIV planning bodies and other organizations by re-energizing and empowering their new and existing members. LEAP has enabled participants to have an improved understanding of the physiological effect of HIV, program management, and advocacy.

Key Partners and Responsibilities

The implementation of a status neutral LEAP program is critical for improving community engagement and stakeholder self-efficacy by imparting the knowledge and skills needed for planning for health and social services provided within the State of Maryland. In addition to the Procurement Officer and Grant Monitor, who are the main contacts for this initiative, the Applicant shall communicate and work closely with other key agencies and entities involved with LEAP. The key roles involved in the rollout of this initiative are:

1. **The Applicant and its Subapplicant(s):** The Applicant and its Subapplicant(s) are tasked with completing all requirements listed in this RFA, including but not limited to, managing communication, programmatic and technical initiatives relating to the LEAP program. These tasks also include creating campaign and recruitment materials and maintaining online resources. For the Applicant to meet these requirements, they must demonstrate that they have the resources to provide these services and the competencies to maintain a community engagement program that will rotate ~60 individuals per year. To meet the requirements of this RFA the Applicant or its Subapplicant(s) shall identify, train, and manage the necessary human and technological resources to deliver on all of the requirements set forth by this RFA. The Applicant may choose to have one or more persons fulfill the duties outlined in the following sections.
2. **Staff to Oversee Administrative Components:** The Applicant must identify personnel to handle general inquiries from participants, schedule meetings, identifying meeting space and coordinating logistical support for in-person and virtual meetings.
3. **Staff to Oversee Program Operations:** The Applicant must identify personnel to oversee LEAP program operations. A key component is to monitor LEAP participants – problem-solving and providing targeted support to ensure success/completion of the program.
4. **Staff to Oversee Program Communications:** The Applicant must identify personnel to oversee LEAP program communications. Specifically, a key deliverable is to maintain social media presence (Facebook, Twitter, Weebly) to sustain continual virtual engagement with participants and other stakeholders.
5. **Center for HIV/STI Integration and Capacity (CHSIC):** The Grant Monitor works within the CHSIC and other employees within the CHSIC will work on overseeing the Applicant as well as the implementation of the LEAP program. The authority for the curriculum design, advisory board, and recruitment initiatives for the L.E.A.P program will rest with the Department.
6. **LEAP Community Advisory Board:** The purpose of the LEAP Community Advisory Board (CAB) is to provide guidance to the Applicant and its implementation partners as they develop curricula for LEAP participants. The CAB will also provide input on LEAP program design and implementation efforts.

3.2 Scope of Work - Requirements

3.2.1 General Requirements

3.2.1.1 **The Americans with Disabilities Act:** The Americans with Disabilities Act (https:www.ada.gov/) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Applicants must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

3.2.1.2 A successful Applicant will submit a summary that includes a narrative, with at least one (1) example for each scenario, demonstrating how at least two (2) of the scenarios below are true for their agency, and/or subcontractors, and/or proposal:

A. Have experience in programmatic initiatives within public health specifically within capacity building, community engagement, and HIV, STI, viral hepatitis, or drug-user health.
B. Have the infrastructure needed to maintain a program in person and virtually with staff who are competent in Google Meet and Zoom (note: these are the only platforms that the Department will sponsor).
C. Exhibit expertise in developing materials for programs that support effective community engagement.
D. Employ, or sub-contract with entities that employ, individuals who a) identify as women, b) are residents of areas disproportionately impacted by HIV/viral hepatitis/STIs/substance use disorder, or c) a meaningful combination of both a and b.
E. Identify and/or hire and maintain significant staff to perform all functions of all requirements. It is imperative for the Applicant to provide staff that can oversee administrative components, programmatic operations, and programmatic communications. Furthermore, the Applicant will need to display proof that the staff member(s) they employ for this contract are able to complete tasks efficiently.

3.2.1.3 All summaries and narratives requested must adhere to the following format requirements:

A. minimum one (1) but no more than two (2) full pages
B. single-spaced, 12-point font, Arial
C. 1-inch margins.

3.2.1.4 The authority for the curriculum design, advisory board, and recruitment initiatives for the L.E.A.P program will rest with the Department. As specified in this RFA, the selected Applicant will conduct work related to the communications and programmatic aspects of the L.E.A.P. program. This includes: producing and disseminating recruitment materials; managing and disbursing honoraria for expert presenters, L.E.A.P. participants, and Community Advisory Board (CAB) members; purchasing meeting supplies; securing rental space for trainings and meetings; providing electronic communications support for virtual trainings and meetings, including recording and storing of trainings and meetings, and producing transcripts; creating and maintaining a social media presence for the L.E.A.P. project; organizing graduation activities for L.E.A.P. participants; and, identifying and disseminating board and advisory group opportunities to L.E.A.P. graduates. The anticipated duration of services to be provided under this Contract is from February 1, 2022 – December 31, 2022.

3.2.1.5 The Applicant will also need to develop a work plan with the template provided (Attachment C). The Applicant must complete the template thoroughly. Within the template, the Applicant must ensure they have explained the project description, staffing, recruitment, monthly and annual reporting, and evaluation of the program.

3.2.1.6 The Applicant will need to complete a timeline that defines the mapping of progress for this project. The Applicant will be required to provide the attached timeline (Attachment D) with your proposal.

3.2.2 Plan and Administer Status-Neutral LEAP Program

3.2.2.1 The Applicant will produce educational and recruitment materials for the program (including printing and duplicating to cover all LEAP program participants). The ownership of any produced material is turned over to the Department/State/MDH.

a. Prior to the implementation of LEAP, the Applicant shall create recruitment materials to promote the program to potential participants. These materials will consist of brochures, pamphlets, flyers, etc. (digital and print).
b. Upon award, the Grant Monitor will provide the Applicant with the MDH style and branding guide to assist with any design work. The Applicant shall provide translation services for all developed materials in Spanish. If other language needs are identified, the Applicant shall procure language access services in order to meet the language needs and comply with the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (e.g., The National CLAS Standards).
c. The Grant Monitor will review all materials produced for acceptability and may request edits and further information, as needed. Approval may also be required by higher governmental authorities; final edits required by this review process will be the responsibility of the Applicant.
d. All materials shall be packaged and sent in both high-resolution PDF format and their original file formats (i.e., InDesign, Photoshop, Illustrator, etc.). The Applicant shall submit materials that can be edited. The Applicant shall provide to the Grant Monitor a summary document outlining all specifications (i.e., colors, fonts, etc.) used in the designs, so the Department may use the materials in the future at no additional costs. Final products and its component parts must be available for the perpetual use at the discretion of the Department and its designees for future materials at no additional cost and with no limits on times or formats. For any fonts, stock photo, and artwork that are purchased, the proof of buy-out, extended license agreements, and other relevant documentation and details must be provided to the Grant Monitor by the Applicant.

3.2.2.2.1 The Applicant shall procure, manage, and troubleshoot the necessary technology for in-person and virtual class sessions.

a. The Applicant shall plan, coordinate, and deliver all audiovisual equipment to training sites for all scheduled training.
b. The Applicant is responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided and shall keep all software current.
c. The Applicant shall assess and bolster the program participants' IT resources and self-efficacy to use them. This includes ensuring everyone has technology to engage with the LEAP program and knows how to use it. Technology may be loaned or made available to LEAP participants who report not having access. IT may be widely defined from smart phones, tablets, to laptops. Expenses generated by this shall be included as part of the total award and no additional reimbursement will be allowed.
    1. This is a pandemic-informed requirement to ensure effective and sustained stakeholder engagement by LEAP participants.
    2. Final decisions on types of IT resources as well as loaning and procurement procedures will be decided between the Applicant and the Department.
d. The Applicant must provide staff access to a user-friendly, and paid platform that can be accessed by most participants (e.g., Zoom).
    1. Process participant registration (collecting data points requested);
    2. Email participant registration confirmation
    3. Ensure access to meeting platforms (facilitate processes for participants who may not be familiar at first).
    4. Process certificates of attendance and deliver digitally to attendees within one week from the date of the cycle completion.

3.2.2.3 The Applicant must provide programmatic and technical support for LEAP. This includes providing payments to participants, maintaining social media presence, and procuring materials and space needed for content delivery.

a. The Applicant will provide LEAP participants with a $20 credit for on-demand food delivery apps at the end of each meeting (e.g., 60 participants annually = $1,200 total/year). Food delivery apps chosen must be accessible and useful to LEAP participants.
b. The Applicant will provide a $50 stipend per person for each of the 12 meetings per cycle to all LEAP participants (e.g., 60 participants annually with each participant attending 12 meetings per cycle; 4 cycles annually; $36,000 total/year). The Applicant shall only issue the $50 stipend following confirmation of attendance by each of the LEAP participants. LEAP participants who do not attend scheduled sessions will not receive the stipend.
c. The Applicant will provide honoraria for guest speakers who present at LEAP sessions. The maximum allowable rate per session, per speaker is $300. The minimum allowable rate per session, per speaker is $150.
d. The Applicant will provide each of the 8 members of the LEAP Community Advisory Board (CAB) with an honorarium for their participation in each of the five (5) meetings per year. The Applicant will provide $100 per each CAB meeting. The Applicant shall only issue the $100 stipend following confirmation of attendance by each of the members. CAB members who do not attend scheduled CAB meetings will not receive the stipend. The total amount per CAB member per year shall not exceed $500 (e.g., 8 members, 5 meetings, $100/meeting = $4,000 total/year).
    1. The Department will identify CAB members. The Department will provide the CAB charter, which will guide the business conducted by the CAB. The Department will moderate the CAB meetings and create agendas/content for these meetings and will ensure diverse representation of stakeholders.
e. The Applicant will work directly with the Grant Monitor to receive direction for maintaining social media presence – updating messaging/content at least weekly. The Applicant will manage its own social media profiles to disseminate LEAP related content. These pages will consist of Facebook, Instagram, and Twitter. The Applicant will also create and maintain the Weebly website for the program based on direction from the Department through the Grant Monitor.
f. The Applicant shall acquire the necessary office supplies to cover the day-to-day needs of all participants and program staff who are engaging with LEAP programming. The supplies include notepads/workbooks, pens, pencils, staplers, paper for printing/copying, etc.
g. The Applicant shall secure and provide proof for all training venues/locations for scheduled workshops, sequentially executed courses, or in-person meetings, forums or conferences outlined on the 2022 LEAP training calendar (to be developed by the Applicant and the Department collaboratively). Once venues are secured, it must be shared with the Department through a copy of a receipt.
    1. Two of the four cycles to be held in-person in either Prince George's or Montgomery County.
        I. 4 hours/week over 12 weeks per cycle (24 weeks total).
        II. Each cycle will have about 15 participants (about 60/annually, summing up all 4 cycles).
        III. The first 2 of the 4 cycles will be held virtually.

3.2.2.4 The Applicant will be responsible for coordinating the development and submission of reports for the purpose of measuring the project deliverables and as well as the subjective experience of LEAP participants. These reports will also been submitted within the invoice schedule (every month on the 15^{th})

a. Monthly reports should include the following components:
    1. Demographic profile of participants (in aggregate, quantities specified),

Demographic profile shall include:

a. Birth date (sufficient to determine age)
b. Gender – man, woman, transgender woman, transgender man, non-binary, other.
c. Sexual orientation
d. Race/Ethnicity
e. Language(s) spoken
f. Profession and educational attainment

2. Budget status updates (allocation vs. expenditure variance included).
3. Aggregate survey responses to measure participant experience.
4. Number of LEAP program graduates who applied to join a regional HIV planning bodies, community and government advisory boards, and community-based organizations (e.g., city, county, region, statewide).
5. Number of LEAP program graduates appointed/confirmed to HIV planning bodies, community and government advisory boards, and community-based organizations (e.g., city, county, region, statewide).

3.2.2.5 Aggregate survey responses will be based on a pre-existing survey tool using Survey Monkey, provided by the Department and implemented by the Applicant. The Applicant shall provide access to a professional Survey Monkey account that enables collection, storage, and analysis of pre-LEAP and post-LEAP data, as well as other ad-hoc surveys during the duration of the contract.

3.2.2.6 The Applicant must provide an annual report that summarizes all monthly reports in aggregate following the culmination of the agreement. The annual report shall be submitted by the Applicant alongside the last invoice.

3.2.2.7 The Applicant will conduct a survey six (6) months after each full LEAP cycle is completed to assess if LEAP participants have joined planning groups/bodies. The survey will be developed jointly by the Applicant and the Grant Monitor. There will be a total of four cycles per year.

a. The Applicant shall make every effort to achieve a minimum of 90% response rate at the conclusion of the award period. The Applicant shall establish a system for supporting and achieving a 90%-plus response rate.
b. The Applicant shall also make every effort to survey participants both virtually and in-person, depending on the course of the novel coronavirus pandemic.
c. The Applicant must develop a protocol to provide culturally-sensitive and user-friendly incentives, such as money or gift cards (as a single payment), to provide to the survey participants in exchange for their time to complete the survey. The monetary value of the incentive types chosen by the Applicant shall be at a minimum $20.00 and may not exceed $50.00 per participant. The incentives identified by the Applicant, or its sub applicants must enable participants to choose from a set of options (minimum two (2) types of incentives to choose from) and must not limit participants to a specific vendor. To the extent allowed by law, the Applicant or its Sub applicants must ensure that any incentive type does not enable the participant to acquire or rent firearms or ammunition. The protocol must ensure unique survey completion – that is, respondents may not complete more than one survey. The Applicant must be able to account for every single disbursed incentive whilst preserving confidentiality of the participant. The Applicant must report the number and value of all incentives disbursed in each invoice submitted to the Department for payment.

3.3 Invoicing

3.3.1 **General**

(a) All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Applicant provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

3.3.2 **Invoice Submission Schedule**

The Grantee shall submit invoices in accordance with the following schedule:

Month	Period of Performance	Invoice Due Date
Month 1	March 1, through March 31, 2022	April 15, 2022
Month 2	April 1, through April 30, 2022	May15, 2022
Month 3	May 1, through May 31, 2022	June 15, 2022
Month 4	June 1, through June 30, 2022	July 15, 2022
Month 5	July 1, through July 31, 2022	August 15, 2022
Month 6	August 1, through August 31, 2022	September 15, 2022
Month 7	September 1, through September 30, 2022	October 15, 2022
Month 8	October 1, through October 31, 2022	November 15, 2022
Month 9	November 1, through November 30, 2022	December 15, 2022
Month 10	December 1, through December 31, 2022	January 15, 2022
Month 11	January 1 through March 31, 2023	February 15, 2023

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.2 Proposals

4.2.1 Applications must be submitted by email to the email address listed on the Key Information Summary Sheet. The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer email box. Time stamps on outgoing email from Applicants shall not be accepted.

4.2.1.1 The email submission subject line shall state the RFA Title and number and either Technical Proposal or Budget Narrative.
4.2.1.2 Two Part Submission:
A. Technical Proposal (See 4.3.)
B. Budget Narrative (See 4.4)

4.2.2 In addition to email, Applications can be sent by FedEx or UPS. If mailing, each Application shall contain an unbound original*, so identified, and three (3) copies. Unless the resulting package will be too unwieldy, the State's preference is for the Application to be submitted in a single package including a label bearing:

- The RFA title and number,
- Name and address of the Applicant, and
- Closing date and time for receipt of Applications

To the Procurement Officer prior to the date and time for receipt of Applications (see Section 1.6 "Applications Due (Closing) Date and Time").

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Project Narrative

Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.3.1 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's eMMA number;
- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 The Project Narrative shall include the Scope of Work, including the Work Plan (as described in Section 3.2).

4.3.1.3 Mandatory Requirements Documentation

4.3.1.4 Applicant Technical Response to RFA Requirements and Proposed Work Plan:

a. The Applicant shall address each Scope of Work requirement (Section 3.2) in its Project Narrative and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Project Narrative that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Application classified as not reasonably susceptible of being selected for award or the Applicant deemed non-responsive.
b. Applicant shall acknowledge they have read the American with Disabilities Act Statement in Section 3.2 and will meet all requirements.
c. The Applicant must use the work plan template below. The template comes with a timeline and sections to describe how they would succeed in developing, implementing, and evaluating the program.

4.3.1.5 Signed W-9 with Contact Person Names and Phone Number

4.4 Volume II – Budget Narrative

4.4.1 Under separate sealed cover from the Project Narrative and clearly identified in the format identified in Section 4.2 “Applications,” the Applicant shall submit an original unbound copy of the Budget Narrative. The Budget Narrative shall contain all price information in the format specified in **Exhibit C**. The Applicant shall complete the Budget Narrative Form only as provided in the Budget Narrative Form.

4.4.2 The Applicant shall attach to the Budget Form **Exhibit B** document that details the total cost of the proposed activities. The budget categories may include: Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and Other project-related costs.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative listed below in descending order of importance.

1. Does the Applicant have experience in programmatic initiatives within public health specifically within capacity building, community engagement, and HIV, STI, viral hepatitis, or drug-user health?
2. Does the Applicant exhibit expertise in developing materials for programs that revolve around capacity building, community engagement, and HIV, STI, viral hepatitis, or drug-user health needs?
3. Will the Applicant employ, or sub-contract with entities that employ, individuals who a) identify as women, b) are residents of areas disproportionately impacted by HIV/viral hepatitis/STIs/substance use disorder, or c) a meaningful combination of both a and b.
4. Does the Applicant's responses illustrate expertise in developing, coordinating, facilitating, and delivering a status neutral training program for ~60 students per year and fulfill the quota for these participants being a part of HIV planning bodies, community and government advisory boards, and community-based organizations?
5. Will the Applicant have the infrastructure needed to maintain a program in person and virtually? The Applicant will need to access and be competent in learning softwares such as Google Meet and Zoom
6. Does the Applicant exhibit expertise, commitment, and capacity in planning, designing, and developing Status-Neutral Education targeting infectious diseases; specifically for HIV, STI, viral hepatitis, or drug-user health?
7. Does the Applicant show cultural responsiveness and cultural humility of systems of care within their proposal, specifically with populations living with HIV/viral hepatitis/STI/substance use disorders?
8. Does the Applicant clearly detail a plan for how they will review, vet, and recommend curricula for dissemination?
9. Does the Applicant have the ability to guide the advisory board to explain and plan how they will review, vet, and recommend curricula for dissemination?
10. Does the Applicant demonstrate the ability to creatively deliver curricula online and in-person? This includes, featuring new methods of delivering curricula both advanced and original
11. Does the Applicant demonstrate their experience in inputting, monitoring, and evaluating both quantitative and qualitative data? This includes, but is not limited to, grades, personal information, and evaluations of LEAP
12. Does the Applicant demonstrate their ability to coordinate and facilitate training, technical assistance, and distribution of funding awards (e.g., stipends, compensation for guest speakers, food credits, etc.)?

13. Does the Applicant's response illustrate capacity and ability to plan, design, and develop training logistics? This includes coordination, securing speakers, securing venues and virtual platforms, processing registrations, printing materials, etc.
14. Does the Applicant demonstrate the ability to design, develop, launch and maintain a mobile-responsive, user-friendly social media pages (Instagram, Facebook, Twitter, etc.)?

5.2.1 Acknowledged agreement to meet the American with Disabilities Act Statement in Section 3.2 and will meet all requirements.

5.3 Budget Narrative Evaluation Criteria

All Qualified Applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the rating of the Project Narratives. The Budget Narrative (including the Budget Form and Budget Narrative), will be evaluated based on reasonable cost given the time and effort described in the Project Narrative. The budget line items must be within the stated guidelines set forth in this RFA and as submitted on **Exhibit C** – Budget Narrative.

5.4 Selection Procedures

5.4.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Project Narrative and Budget Narrative evaluations and rankings, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Application determined to be the most advantageous to the State. In making this most advantageous Application determination, technical factors and financial factors will be weighted equally.

RFA ATTACHMENTS

EXHIBIT B – Budget Form
This must be completed and submitted with the Project Narrative in a separate envelope.

EXHIBIT C—Budget Narrative
This form must be completed and submitted with the Budget Form in a separate envelope from the Project Narrative.

ATTACHMENT A – Standard Grant Agreement "Sample"
This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted an Application submission time.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.

ATTACHMENT B – RFA Document Checklist
Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

ATTACHMENT C – Work Plan Template
There will be a template provided for this RFA. Please look at section 3.2 for more information on what is required.

ATTACHMENT D – Timeline Template

The timeline would be used to see how progress will be made with this project. Please look at section 3.2 for more information on what is required.

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BUDGET FORM

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by the Department.

Submitted By:
Authorized Signature: ____ Date: ________________________

Printed Name and Title: ____
Company Name: ____
Company Address: ____
Location(s) from which services will be performed (City/State): ____
FEIN: ____
eMMA #: ____
Telephone: (_______) _______-- ____________________
Fax: (_______) _______--____________________
E-mail: ____

Budget Summary -

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Supplies			
Printing			
Venue/Spacing			
TOTAL			

Budget Summary - (Option Year 1 dates)

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Supplies			
Printing			
Venue/Spacing			
TOTAL			

Budget Summary - (Option year 2 dates)

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Printing			
Supplies			
Venue/Spacing			
TOTAL			

BUDGET NARRATIVE TEMPLATE

(Please submit a separate Narrative for each Budget Period)

Sample Line-Item Justification

Personnel (Preventionist): $15,600

Justification: The Preventionist will be responsible for: conducting project-related relationship-building activities with new and existing partners; developing informational materials for community leaders and the public, including fact sheets and social media posts related to the project topic; coordinating and facilitating monthly project meetings with partners; conducting awareness-building activities within key demographic areas in the community to engage the project target audience; developing and providing professional training at targeted local governmental agencies and private businesses; attending community events relevant to the project and the project's partners. The Project Coordinator will also attend RISEMD meetings, collect data, conduct evaluation activities, prepare reports, and act as a liaison with the MDH Grant Monitor.

$30/hr x 520 hours = $15,600

ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this __<enter day>_ day of _<month, year>____________, between the State of Maryland (the "State"), acting through the _Maryland Department of Health.__ (the "Department"), located at _<enter MDH Address>_ and the <grantee name> (the "Grantee"), located at __<grantee address>_ in __<county / city>_ County, ___<state, zip>____, a _Maryland _Limited Liability Company / Corporation. .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars ($ xx,xxx.xx) (the "Grant"), which the Grantee shall use only for the following purposes: <grant purpose>

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars ($5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or
agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the

Annotated Code of Maryland**, is in good standing,** has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement. Appendix A & B. Attachment A, B, C, D, E.&F.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE	DEPARTMENT
______________________________	______________________________
(Name of Corporation or Association)	Maryland Department of Health. (Name of Corporation or Association)
By: ____________ SEAL	By: ______________________ SEAL
Name: ______________________	Name:
Title:	Title: ______________________
Date:	Date: ______________________

APPENDIX A

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor>
address,
<Office>
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
Phone:
Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency,

phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

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APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

- Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

  This includes but is not limited to:
  - Completion of the MDH Office of the Inspector General Risk Assessment
  - Completion of the Standard Grant Agreement Checklist
  - Determination of Good Standing with The State of Maryland
  - Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
  - Determination regarding No Conflicts of Interest
  - Review of Single Audits
  - Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

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SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
Conditions of Award- Attachment A	2
Federal Funds- Attachment B	2
Debarment Affirmation- Attachment C	2
Certification Regarding Tobacco Smoke- Attachment D	1
Certification Regarding Lobby- Attachment E	5
Additional Information required for Prevention and Health Promotion Administration Grants – Attachment F	2

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ATTACHMENT A

CONDITIONS OF AWARD

Maryland Department of Health (MDH)
<Enter Department Here>
<Enter Federal Awarding Agency Here>
<Enter Name of Federal Award and Grant Number Here>

Period of Performance: <Enter From and To Dates Here>

Important Dates:
<Enter Date Here>: Quarterly progress report
<Enter Date Here>: All funds obligated
<Enter Date Here>: All funds must be spent
<Enter Date Here>: Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (circle one), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
    a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
    b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
    c. Support legal services;
    d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
    e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
    f. Pay property taxes;
    g. Fund capital improvement projects;
    h. Supplant personnel costs and/or other activities.
    i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee/sub-grantee/sub-recipient shall participate fully in the MDH <Enter Department Here> Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
    a. Comprehensive site visits at the Department's request within the project period;
    b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be catalogued for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee/sub-grantee/sub-recipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub- recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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ATTACHMENT B

FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying". It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   a) OMB 2 CFR 200, Subpart F, Audit Requirements requires that grantees (both recipients and sub-recipients) which expend a total of $750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F.

b) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

c) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

i. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

iii. In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vi. The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal

Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health...services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than $189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT C

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the ____
(Title)

and the duly authorized representative of

____
(Name of Grantee/sub-recipient/sub-awardee)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

____ ______________________

____

____

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

____

____

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _X____

By: _X____

(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for impatiens drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X
____

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbing" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

Award No.	Organizational Entry
Name and Time of Official signing for Organizational Entry X	Telephone No. of Signing Official X
Signature of Above Official X	Date Signed X

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tie the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal

officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type
a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	a. Bid/offer/application b. Initial award c. Post-award	a. Initial filing b. Material change For Material Change Only: Year ______ quarter ______ Date of last report __________

4. Name and Address of Reporting Entity: _____ Prime _______ Sub-awardee Tier _______ if known: Congressional District, *if known*	5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime: Congressional District, *if known*
6. Federal Department/Agency:	7. Federal Program Name/Description:
8. Federal Action Number, *if known;*	9. Award Amount, *if known:*
10. a. Name and Address of Lobbying Entity: *(If individual, last name, first name, MI):*	11. Individuals Performing Services (*Including address if different from No. 10a)* *(last name, first name, MI):*
11. Amount of Payment (*check all that apply):* *$* _____________ *actual* ______ *planned* ______ 12. Form of Payment (*check all that apply):* ____ a. Cash ____ b. In-kind: specify: nature __________ value	13. Type of Payment *(Check all that apply):* __ *a. Retainer* __ *b. One-time fee* __ *c. Commission* __ *d. Contingent fee* __ *e. Deferred* __*f. Other, specify:* ______________________

14 Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attached Continuation Sheet(s) SF-LLL-A *if necessary)*

15. Continuation Sheet(s) SF-LLL-A attached: ________yes ________ no

16. Information required through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a maternal representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,00 for each such failure.	Signature: ____________________________________ Print Name: ____________________________________ Title: ____ Telephone No: _____________ Date: _______________
Federal Use Only:	Authorized for Local Reproduction Standard form-LLL

Continuation Sheet

Reporting Entity: ______________________________ Page _____ of _____

Authorized for Local Reproduction Standard Form-LLL-A

ATTACHMENT F

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

   ______(insert start and end dates)___

2. There (__X___ are / ______ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Appendix D.

3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

   ____

   ____

   ____

   ____

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.

6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.
7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.

8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.

9. Federal Funding Acknowledgement (if applicable)

a. This grant (______ does/______) does not contain federal funds.
b. The total amount of federal funds allocated for the ____is $___________________in Maryland State fiscal year_______. This represents _______% of all funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available.
c. If contained, the source of these federal funds is: ____.
d. The CFDA number is ____________________. The conditions that apply to all federal funds awarded by the Prevention and Health Promotion Administration are contained in Appendix B. Any additional conditions that apply to this federally funded grant are contained in Appendix D

10. This grant (____ does/____) does not contract with subproviders on a cost reimbursement basis.

ATTACHMENT B – RFA Document Checklist

Project Narrative Checklist:

- ◻ Transmittal Letter
- ◻ Project Narrative including Scope of Work (*See Section 3.2 Scope of Work – Requirements*)
- ◻ Work Plan (*See Attachment C*)
- ◻ Timeline (*See Attachment D)*

Budget Narrative Checklist:

- ◻ Budget Form *(See Exhibit B – Budget Form)*
- ◻ Budget Narrative *(See Exhibit C – Budget Narrative)*

LEAP WORK PLAN TEMPLATE

Project Name: LEAP (Learning, Empowerment, Advocacy, and Participation) at the Opportunity

Target Population: Individuals who want to be a part of community boards and planning groups within issues such as Baltimore City, Montgomery County, and Prince George's County.

Program Goal: To promote self-efficacy and participating in planning groups in the State of Maryland

Location of Services: Maryland Department of Health

Curriculum Used:

Curriculum Authority: Maryland DHMH, Prevention and Health Promotion Administration (PHPA).

PROJECT DESCRIPTION

STAFFING

RECRUITMENT

MONTHLY AND ANNUAL REPORTING

EVALUATION